

## Annulatieverzekering KOMPAS-Camping

### Who is insured?

#### Article 1.

Any person who takes out cancellation insurance through KOMPAS CAMPING VZW with DVV Insurance.

### Insured amount:

**Art. 2.** - Maximum the total cost of stay.  
(excluding the premium for the cancellation insurance)

### Cancellation cover

**Art. 3.** – DVV Insurance reimburses the non-recoverable costs arising from the cancellation of the stay due to:

- the death, accident or illness of an insured person, of his/her life companion, a family member or a person cohabiting with the insured person at the same place of residence and in his/her care or dependent on him/her.  
The term 'life companion' is understood to mean: the person with whom the insured person forms a de facto or legal community of life relationship and who lives with him/her permanently at the same place of residence;  
The term 'accident or illness' is understood to mean: an impairment of health rendering it medically impossible to leave on a trip;
- death or danger to life due to an accident or the illness of a relative by blood or marriage of an insured person, up to and including the second degree;
- the destruction or severe damage to an insured person's home or business premises;
- the destruction, severe damage or theft of an insured person's camping equipment;
- involuntary loss for economic reasons of an insured person's full-time occupation;
- the involuntary loss of part-time employment if this occurs within 30 days before the start date of the trip;
- the withdrawal of an insured person's leave by his/her employer due to the unavailability of a colleague to replace the insured person, as a result of his/her illness, accident or death, within the 30 days before the trip;
- the mandatory presence of the insured person pursuant to an open-ended employment contract commencing within 30 days prior to departure;
- the presence of the insured person exercising a liberal profession being required due to unavailability of the insured person's professional replacement, designated in the policy, as a result of illness, accident or death;
- the unavailability due to illness, accident or death of the person named in the policy who is charged with the care of an insured person's minor or handicapped child;
- the mandatory presence of the insured person as a witness or juror in the courts;
- the insured person's recall for military service if this occurs within 30 days before the start date of the trip;
- the insured person giving birth outside the delivery period normally expected;
- pregnancy problems, provided the insured person was no more than 3 months pregnant at the time of registering for the trip.
- cancellation by the insured person's travelling companion due to one of the reasons mentioned above. The term "travelling companion" is understood to mean the person with whom the insured person is registered to travel and who has decided to undertake the planned trip or rent the planned holiday accommodation and whose presence is necessary for the trip to proceed smoothly.

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Compensation will only be paid if one of the aforementioned cases that could not be foreseen at the time of registering for the trip occurs within 8 weeks before the scheduled departure date, but at the earliest on the day after the trip was booked.

**Should one of these cases occur, the insured person must notify KOMPAS CAMPING VZW as soon as possible.**

### Cover for Early Recall and Interruption of Stay

**Art. 4.** – DVV Insurance will reimburse costs arising from premature recall due to:

- the death, serious accident or serious illness of an insured person;
- death or danger to life due to accident or illness of an insured person or a relative by blood or marriage of an insured person, up to and including the second degree;
- the destruction or severe damage to an insured person's home or business premises;
- the destruction, severe damage or theft of an insured person's camping equipment;
- pregnancy problems, provided the insured person was no more than 3 months pregnant at the time of registering for the trip.

**Should one of these cases occur, the insured person must notify KOMPAS CAMPING VZW as soon as possible.**

In the event of premature recall or the interruption of the stay by an insured person under the age of 18, the cover is extended to include any transport costs incurred by another insured adult to bring the young person home, or the transport costs incurred by a family member if no insured adult is able to supervise and maintain the young person due to illness or accident.

**In any such instance, prior agreement is always required from DVV Insurance.**

### Location of accommodation

**Art. 5.** - The insurance is only valid for insured persons who are domiciled in a country of the European Community. Any disputes will be submitted exclusively to Belgian courts and tribunals.

### Settlement of claims

**Art. 6.** – DVV Insurance will pay compensation in the event of cancellation and premature recall after deduction of any reimbursement due to KOMPAS CAMPING VZW for the non-use of the services agreed.

### What happens in the event of an incident?

**Art. 7.** - The insured person or beneficiary must:

- limit the damage insured;
- **report any claim in writing within eight days, except in cases of force majeure, to KOMPAS CAMPING VZW, Haachtsesteenweg 579, 1031 Brussels;**
- without prejudice to the application of the sanctions mentioned at the bottom of this article, no report of an accident will be admissible one year after the occurrence of the incident;
- **provide all necessary information and documents about the illness, accident or damage immediately;**
- cooperate with any investigation by DVV Insurance as much as possible.

Any failure by the insured persons or their beneficiaries in fulfilling their obligations under this policy will automatically result in the forfeiture of cover, unless they provide proof of their good faith and they have remedied the default as soon as possible. However, DVV Insurance may limit its intervention insofar as it is able to prove that this failure has caused it prejudice.

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### Exclusions

**Art. 8.** The following are not covered by this policy:

1. a) accidents that occur when the insured person is in a state of drunkenness or alcohol intoxication or under the influence of narcotic or stimulant drugs;
  - b) accidents that occur with a motor vehicle when, at the time of the accident, the driver does not meet the conditions required by Belgian laws and regulations for driving that motor vehicle, such as a person who has been disqualified from driving or a person who has not reached the required minimum driving age;
  - c) accidents that occur when the vehicle is subject to the roadworthiness inspection regulations and when it does not have a valid inspection certificate at the time of the accident;
- except where the insured person or the beneficiary is able to prove that there is no causal link between the circumstances described above and the accident.

2. a) accidents resulting from bets, challenges or gross negligence of an insured person or beneficiary;
- b) accidents caused intentionally or aggravated by an insured person or a beneficiary;
- c) suicide and the consequences of attempted suicide.
3. a) accidents caused by natural disasters other than lightning strikes
- b) accidents caused by an act of war, civil war, riot or insurrection. This exclusion does not apply to accidents abroad until fourteen days after the start of hostilities, provided that Belgium is not involved and the insured is taken unawares by these events.
- c) accidents caused by nuclear reactions, radioactivity and ionising radiation.
4. accidents that occur while taking part in speed, regularity or agility rides and races. However, purely tourist and leisure rallies are covered.

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### Common provisions

#### **DURATION OF THE POLICY – BEGINNING AND END**

##### **When does the cover begin?**

**Art. 9.** - The cover will commence on the date indicated in the special conditions, after the policy has been signed by both parties and the first provisional premium has been paid.

##### **How long does the policy last for?**

**Art. 10.** - The duration of the agreement is one year. It is tacitly renewed for successive periods of one year, except when terminated by either party at least three months before the expiry of the current period.

##### **When does the policy end?**

**Art. 11. - §1** – DVV Insurance has the right to cancel the insurance:

- at the end of each period of cover, in accordance with Article 10;
- in the event of non-payment of the premium;
- after each claim, but no later than one month after the payment of or refusal to pay compensation;
- in the event of publication of new statutory provisions affecting the scope of the cover, but at the latest six months after these provisions came into force.

**§ 2** – The policyholder is able to cancel the agreement:

- at the end of each period of cover, in accordance with Article 10;
- after each claim, but no later than one month after the payment of or refusal to pay compensation;

- in the event of a change in the rates charged.

**Art. 12.** - Notice of termination is served by bailiff's writ, by registered letter or by delivery of the letter of termination in return for acknowledgment of receipt.

Except in the cases referred to in Articles 15, 16 and 10, the notice of termination will take effect on expiry of a period of one month starting from the day following service or the date of the acknowledgment of receipt or postal delivery.

Termination of the agreement by DVV Insurance after notification of a claim will become effective at the time of service if the policyholder or the insured person has failed to comply with one of their obligations arising from the claim, with the intent to deceive DVV Insurance.

The part of the premium relating to the period after the date on which cancellation takes effect will be refunded by DVV Insurance.

#### **CLAIMS SETTLEMENT**

**Art. 13.** - The policyholder must immediately report any claim to DVV Insurance using the declaration form attached to the policy. DVV Insurance will only accept those claims that have been signed for approval by the policyholder and which are accompanied by all necessary information and documents concerning the booking, illness, accident, damage or additional costs.

## THE PREMIUM

**Art. 14. -** The premium has been set at 1.1% of the total cost of the stays booked with KOMPAS CAMPING VZW, including taxes and excluding commission.

The policyholder must, subject to the penalty of forfeiture, provide DVV INSURANCE each year on the due date with the total cost of the stays booked with KOMPAS CAMPING VZW for the previous year.

If the policyholder fails to pay and remains in default, DVV Insurance will remind them of their obligations by registered letter.

If DVV Insurance has not received a status update by the tenth day following the day the registered letter was lodged with the post office, the insurance will be suspended automatically simply because this period has expired.

Every year on the renewal due date, the policyholder will pay a provisional premium, the amount of which is equal to the premium likely to be due at the end of the insurance year. Based on the data received, the difference with the total final premium will then be calculated.

## What happens with non-payment?

**Art. 15. -** In the event of non-payment of the premium, DVV Insurance may suspend the cover provided under the agreement or cancel the agreement altogether if the policyholder has been declared in default by registered letter.

The suspension or cancellation of the cover will take effect after a period of 15 days has expired from the day following the registered letter being lodged with the post office.

The suspension of cover will end when the policyholder pays the overdue premiums, plus any interest where appropriate.

If DVV Insurance has suspended its obligation to provide cover, DVV Insurance may still cancel the agreement if it has reserved this right in the notice of default, as referred to in the paragraph one of this article. In this instance, the earliest the cancellation of cover will take effect is 15 days from the first day of the suspension.

If DVV Insurance did not reserve the ability to cancel the agreement in its notice of default, cancellation will be made by sending a new reminder letter, in accordance with paragraphs one and two of this article.

The suspension of cover does not affect the right of DVV Insurance to claim the premiums that are due later, provided the policyholder has been declared in default in accordance with the paragraph one of this article. However, DVV Insurance's right is limited to two consecutive annual premiums.

## What happens if the price changes?

**Art. 16. -** If DVV Insurance changes its prices, it will adjust this agreement on the next annual due date. The policyholder may cancel the agreement within 30 days of the notification of the adjustment.

The cancellation option provided for in the previous paragraph will have no effect if the change in the price results from a general adjustment imposed on all companies by the competent authority.

This article is without prejudice to the provisions of Article 10.

## **TAXES AND CHARGES**

**Art. 17.** - All charges, taxes and parafiscal contributions due under this policy will be borne by the policyholder.

## **RESIDENCE**

**Art. 18.** - Notices intended for DVV Insurance must be served at its registered office in order to be valid; notices intended for the policyholder are deemed validly made to the last address known by DVV Insurance.

## **DUTY OF DISCLOSURE ON THE PART OF THE POLICYHOLDER**

### **When taking out the insurance**

**Art. 19.** - The policyholder will provide DVV Insurance with all information that he/she can reasonably assume to be important for assessment of the risk. The insurance is drawn up on the basis of the policyholder's declarations and is therefore limited to the risk arising from the activities described in the special conditions.

If the policyholder were to inadvertently conceal or misrepresent information, DVV Insurance will propose an adjustment of the insurance to the policyholder. It is then up to the policyholder whether or not to accept this proposal. However, if DVV Insurance proves that it would never have insured such a risk, it may cancel the insurance.

If the policyholder intentionally conceals or misrepresents information, the insurance will become null and void and any premiums due will accrue to DVV Insurance.

### **During the course of the cover**

**Art. 20.** - The policyholder must disclose any changes and new circumstances that significantly and permanently affect the risk of the insured event occurring.

In the event of an aggravation of the risk, action will be taken in a manner similar to that stipulated in paragraph 1. If the risk is reduced, DVV Insurance will propose a corresponding premium reduction to the policyholder. If no agreement can be reached, the policyholder may cancel the insurance.

The policyholder must, among other things, declare the commencement of any new activities.